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U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant		2. Registration Number
Hill and Knowlton Strategies, LLC		3301
3. Primary Address of Registrant		
1111 19th Street NW, 3rd Floor, Washington, DC 2003	6	
4. Name of Foreign Principal	5. Address of Foreign Principal	
The Government of Ukraine, The Ministry of	Ivan Franko Str. (Shevchenkivsky	district), Building 19
Culture and Information Policy through GroupM Sp z.o.o	Kyiv UKRAINE 01601	
2.0.0		
-		
6. Country/Region Represented UKRAINE		
URRAINE		
7. Indicate whether the foreign principal is one of the following	Ţ.	
▼ Government of a foreign country ¹		
☐ Foreign political party		
☐ Foreign or domestic organization: If either, check on	ne of the following:	
☐ Partnership ☐	Committee	
□ Corporation □	Voluntary group	
Association		
☐ Individual-State nationality		
8. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant		
The Ministry of Culture and Information Policy of Ukraine		
b) Name and title of official with whom registrant eng		
Oleksandr Tkachenko, Minister of Culture a	nd Information Policy of Ukraine	

^{1 &}quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:	
a) Name and title of official with whom registrant engages	
b) Aim, mission or objective of foreign political party	
10. If the foreign principal is not a foreign government or a foreign political party:	
a) State the nature of the business or activity of this foreign principal.	
b) Is this foreign principal:	
Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Directed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes □ No □
11. Explain fully all items answered "Yes" in Item 10(b).	
12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	political party or other

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
08/19/2022	Andy Scharf	/s/Andy Scharf

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Justice, Washington, De 20050, and to the office of information and f	Regulatory Arians, Office of Management and Budget, Washington, DC 2050
1. Name of Registrant Hill and Knowlton Strategies, LLC	2. Registration Number 3301
3. Name of Foreign Principal The Government of Ukraine, The Ministry of Culture	and Information Policy through GroupM Sp z.o.o
Check A _I	ppropriate Box:
4. The agreement between the registrant and the above-nan checked, attach a copy of the contract to this exhibit.	ned foreign principal is a formal written contract. If this box is
foreign principal has resulted from an exchange of corre	and the foreign principal. The agreement with the above-named spondence. If this box is checked, attach a copy of all pertinent which has been adopted by reference in such correspondence.
contract nor an exchange of correspondence between the	and the foreign principal is the result of neither a formal written e parties. If this box is checked, give a complete description below of standing, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign	n principal? 08/17/2022
8. Describe fully the nature and method of performance of the	above indicated agreement or understanding.
is through GroupM Sp z.o.o ("GroupM") and not dire	The Ministry of Culture and Information Policy ("MCIP") ectly with MCIP. As such, there is no formal agreement upon terms and conditions of the engagement between cted in the attached agreement (the "Agreement").

9.	Describe fully the	activities the registra	nt engages in or proposes to	o engage in on behalf of the above foreign principal.	
	GroupM has been	n engaged by MCIP	to support the launch o	of MCIP's Advantage Ukraine initiative. Group ic to the communications services outlined in	
10.	Will the activities	on behalf of the abov	re foreign principal include	political activities as defined in Section 1(o) of the A	ct ¹ .
	Yes 🗷	No 🗆			
	,				
	together with the involving lobbying	means to be employed	d to achieve this purpose. To tion management, public rel	things, the relations, interests or policies to be influe the response must include, but not be limited to, actival lations, economic development, and preparation and	
	GroupM has been	n engaged by MCIP	to support the launch of	of MCIP's Advantage Ukraine initiative. Group	
	engaged H+K to Agreement.	assist GroupM wit	h this support, specif:	ic to the communications services outlined in	n the
11.	Prior to the date of activities, for this		s foreign principal has the re	egistrant engaged in any registrable activities, such a	s political
	Yes □	No 🗷			
	_	Sorriboral II			
	policies sought to delivered speeche names of speakers	be influenced and the ss, lectures, social med s, and subject matter. btion management, pu	e means employed to achieved in, internet postings, or me The response must also inc	Id include, among other things, the relations, interests we this purpose. If the registrant arranged, sponsored, edia broadcasts, give details as to dates, places of deliclude, but not be limited to, activities involving lobby evelopment, and preparation and dissemination of	or ivery,
	Set forth below a	general description o	f the registrant's activities,	including political activities.	
	Set forth below in	n the required detail th	ne registrant's political activ	vities.	
	Date C	Contact	Method	Purpose	

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12.	2. During the period beginning 60 days prior to the obligation to register ³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?			
	Yes □	No 🗷		
	If yes, set forth b	pelow in the required detail an accou	ant of such monies or things of value.	
	Date Received	From Whom	Purpose	Amount/Thing of Value
13			ligation to register for this foreign principal, has alf of the foreign principal or transmitted monies	
	Yes 🗆	No 🗷		
	If yes, set forth	below in the required detail and sepa	arately an account of such monies, including mon	ies transmitted, if any.
	Date	Recipient	Purpose	Amount
_				

^{1 &}quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name		Signature	
08/19/2022	Andy Scharf	/s/A	ndy Scharf	

МЕМОРАНДУМ ПРО СПІВПРАЦІО	MEMORANDUM ON COOPERATION
17 серпня 2022 м. Київ	«_17» August 2022 Kyiv city
Міністерство культури та інформаційної політики України (далі — Сторона 1), в особі Міністра культури та інформаційної політики України Ткаченка Олександра Владиславовича, що діє на підставі Положення про Міністерство культури та інформаційної політики України, затвердженого постановою Кабінету Міністрів України від 16 жовтня 2019 р. № 885, з однієї сторони;	The Ministry of Culture and Information Policy of Ukraine (hereinafter referred to as "Party 1"), represented by the Minister of Culture and Information Policy of Ukraine, Oleksandr Tkachenko, acting on the basis of the Regulation on the Ministry of Culture and Information Policy of Ukraine approved by the Cabinet of Ministers decree № 885 dated October 16, 2019, on the one side;
та GroupM Sp z.o.o., компанія WPP Group з другої сторони (далі – Сторона 2), в особі директора Ізабелли Альбрихевич, яка діє як координуючий постачальник для WPP Group; разом - Сторони, враховуючи важливість сприяння внутрішнім інвестиціям та	and GroupM Sp z.o.o, a WPP Group company (hereinafter referred to as "Party 2"), represented by the Director Izabela Albrychiewicz acting as a coordinating supplier for the WPP Group, on the other side; together referred to as the "Parties", considering the importance of promoting inward investment and opportunities for visionary business
можливостям для далекоглядних бізнес-лідерів в Україні;	leaders in Ukraine; understanding the potential for Ukraine
із розумінням потенціалу України як ключового культурного та цифрового технологічного центру в	to be a key cultural and digital technology hub in Europe;
Європі;	in order to realize an initiative to showcase the above opportunities and

з метою реалізації ініціативи з демонстрації вищезазначених можливостей і потенціалу, відомої як Advantage Ukraine, яка потребує багаторинкової реклами, зв'язків з громадськістю та рекламної кампанії (далі – Кампанія);

домовились про співпрацю для створення та проведення Кампанії.

Сторона 2 створить креативну концепцію, виготовить рекламні матеріали та розробить заходи у галузі зв'язків із громадськістю для Кампанії; такі послуги будуть описані більш детально в додатку до цього Меморандуму (надалі Технічне завдання), усі вони надаватимуться безкоштовно або без витрат з боку Одержувача проекту;

Крім того, Сторона 2 буде вести переговори з власниками медіа та постачальниками медіа щодо надання рекламного простору в усіх медіа, що буде надано Стороні 1 безкоштовно або без будь-яких витрат;

Сторона 1 підтверджує, що має повноваження щодо погодження будь-яких творчих матеріалів перед їх розповсюдженням.

Сторона 2 не контролює власників медіа та не може гарантувати співпрацю, участь або результативність щодо будь-якого конкретного власника медіа, але буде здійснювати або делегувати

potential known as Advantage Ukraine, requiring a multi-market advertising, public relations and promotional campaign, (hereinafter referred to as the "Campaign");

have agreed on cooperation to create and conduct the Campaign.

Party 2 shall create a creative concept and produce advertising materials and devise public relations activities for the Campaign, such services to be described in further detail in an annex to this Memorandum (hereinafter referred to as the "Statement of Work"), all to be provided without any charge or expense to the Project Recipient;

In addition, Party 2 shall negotiate with media owners and media vendors as per the provision of advertising space across all media to be provided without any charge or expense to Party 1;

Party 1 confirms that it shall have all authority to agree any creative materials before their distribution.

Party 2 does not control the media owners and cannot guarantee the cooperation, participation or performance of any specific media owner but shall carry out or delegate to a legal entity that is in the sphere of management of Party 2, such activities to ensure the participation of sufficient number of media owners to achieve the effective distribution of the Campaign

юридичній особі, яка входить до сфери управління Сторони 2, таку діяльність для забезпечення участі достатньої кількості власників медіа для досягнення ефективного поширення Кампанії в країнах, описаних у Технічному завданні, Сторона 1 надає Стороні 2 та його юридичним особам повноваження на безкоштовне розміщення у ЗМІ від його імені в цих країнах і з цією метою;

За згодою Сторін до реалізації положень Меморандуму в подальшому можуть залучатися інші юридичні особи, що оформлюється в Технічному завданні, яке підписується уповноваженими представниками Сторін.

Будь-які зміни до цього Меморандуму вважаються дійсними, якщо вони внесені в письмовій формі, містять посилання на реквізити цього Меморандуму та підписані уповноваженими представниками Сторін.

Цей Меморандум укладено до 30 грудня 2022 ріку у двох автентичних примірниках українською та англійською мовами та набирає чинності з моменту його підписання Сторонами.

Цей Меморандум не передбачає будь-яких фінансових та майнових

in the countries described in the Statement of Work, and Party 1 grants the authority to Party 2 and its legal entities to acquire free media placements on its behalf in those countries for this purpose;

With the consent of the Parties, to implement the provisions of the Memorandum, other legal entities may be involved in the future, which is formalized in the Statement of Work, which is signed by the authorized representatives of the Parties.

Any changes to this Memorandum are considered valid if they are made in writing, refer to the details of this Memorandum and are signed by authorized representatives of the Parties.

This Memorandum is concluded until December 30, 2022 in two authentic copies in the Ukrainian and English languages and enters into force from the moment of its signing by the Parties.

This Memorandum does not provide for any financial and property obligations of the Parties to each other and to third parties.

This Memorandum is not a preliminary зобов'язань Сторін одна перед одною agreement, nor is it a joint venture та перед третіми особами. agreement. Цей Меморандум не є попереднім Any contradictions or disagreements договором, а також не є договором between the Parties arising from the про спільну діяльність. interpretation or implementation of this Memorandum shall be resolved through Будь-які протиріччя або negotiations and consultations. All ЩО розбіжності між Сторонами, disputes shall be resolved in accordance при тлумаченні виникають with the current legislation of Ukraine. виконанні цього Меморандуму, вирішуються шляхом переговорів і консультацій. Всі спори будуть вирішуватися відповідно до чинного законодавства України. Location and signatures of the Місцезнаходження підписи Parties Сторін Ministry of Culture and Information культури Міністерство інформаційної політики України Policy of Ukraine 01601, Kyiv, Ivan 01601, м. Київ, вул. Франка Івана Franko Str. (Shevchenkivsky district), (Шевченківський р-н), будинок 19. building 19 Тел. (044) 235-23-78 Tel.: (044) 235-23-1/8 Міністр Oleksandr Олександр ТКАЧЕНКО Tkachenko - GroupM Sp z.o.o - GroupM Sp z.o.o Plac Konesera 11, Площа Конесер 11, 03-736 Warszawa, 03-736 Варшава, Poland Польща Izabela Director | Zabela | Elektronicznie podpisany przez | Zabela | Albrychiewicz | Albrychiewicz | Data: 2022.08.18 | 14:43:54 +02'00' | Albrychi izatles abbytulenic 12 Директор Альбрихевич ewicz

August 2022

Annex to Memorandum dated 17th August 2022 between The Ministry of Culture and Information Policy of Ukraine and GroupM Sp z.o.o (the Supplier)

In accordance with the Memorandum the Supplier, representing WPP group, will provide the agreed services as more specifically detailed below, and working in partnership with the following WPP companies:







The WPP companies will perform their obligations in respect of the Services using their legal entities as specified below in this SOW.

The Services under this SOW are in support of the launch of the Ministry's Advantage Ukraine initiative that is intended to create the right conditions in Ukraine for inward investment and to create attractive opportunities for visionary business leaders and investors. Key to the initiative is the message that Ukraine is still open for business and has the potential to be a key cultural and digital technology European hub. The initiative will target business leaders within the region and across the world. It is part of a wider programme being launched by the Ministry that will showcase the variety of talent and expertise in Ukraine across sectors including agriculture, technology, education and the creative industries

Creative Services

The following services will be performed by Ogilvy GmbH personnel based in Frankfurt, Germany

Overall campaign alignment across partners			
Project management	Meeting, briefs, timings, presentation update, budget, coordination of all streams		
Creative Origination	Creative presentation update, revision of the creative materials according to comments from GOV, preparation of materials for production		
Strategy	Communication strategy update		
Landing page			
Project management Meeting, briefs, timings			
Strategy	Communication Strategy		

August 2022

Creative Origination	Concept Planning and Visualization	
Creative Origination	Content development	
Creative Origination	Digital Support	

Creative Production Services

The following services will be performed by Hogarth Worldwide SRL personnel based in the Hogarth Global Delivery Centre which is located in Bucharest, Romania. Any out of home production required in the US will be delivered by GroupM Worldwide LLC a Delaware registered company whose principal place of business is 3WTC, 175 Greenwich Street, New York NY10007.

Crea	tive Production	Days needed
1.	Review technical specifications for the deliverables list per market	2
2.	Carry out production briefs and approve final output assets with each stakeholder involved	2
3.	Adapt each creative layout approved on multichannel: digital, print, out-of-home, social media.	10
4.	Manage development (programming) of the campaign Landing Page. Frontend and backend development.	15
5.	Localize approved creatives per market brief and media formats.	15

Hogarth Creative Production Deliverables

Social Media Ads	Print	Out-of-Home	Digital
LinkedInInstagramStoriesTwitter	Magazine AdsNewspaper adsSpread, one page	Static layoutsVideo formatsDigital OOH	 Display Banners (Standard IAB) Static banners (Standard IAB)

Media services

GroupM SP z.o.o based in Warsaw, Poland will work collaboratively with Mindshare Poland to coordinate the provision of all services pursuant to this SOW to recommend a plan for the obtaining of media across the Territories and to negotiate the provision of media placements by media vendors.

GroupM SP z.o.o will brief WPP companies in other markets to negotiate the provision of planned media in their market. Specifically, in the United States GroupM Worldwide LLC, a Delaware registered company whose principal place of business is 3WTC, 175 Greenwich Street, New York NY10007 will conduct negotiations with media vendors based in the United States.

August 2022

Area	Duration	Description	
Łukasz Meetings: SteerCo/Streams/other	4h weekly	meetings, calls, updates	
Żaneta Meetings: SteerCo/Streams/other	4h weekly	meetings, calls, updates Preparing the brief, teams channel, template for answers, timelines	
Briefs & templates	24h		
Negotiation with Vendor CEE - 7countries	936h	4h per vendor/13 vendors per country/18 countries	
Polish media plan	40h	TG research, touchpoint selection, negotiations	
Markets coordination - 18 countries	124h	coordination (calls, questions clarification) and putting the final recommendation together/18 countries, assets management	

GroupM Media deliverables

- Channel strategy concept preparation, including media objectives setting and goal prioritization
- Carrying out research part with listing the most high impact & visibility places in the main cities and
 CEOs of big companies in each country participating in the initiative
- Media touchpoints recommendation with negotiations at a later stage
- Delivering specification for creatives re negotiated placements
- Contract draft verification and sign
- Media strategy implementation in each market
- Campaign launch and collecting campaign documentations from the markets

Communication services

Hill+Knowlton Strategies will provide communication services as set out in the table below across all Territories.

Hill and Knowlton Strategies, LLC dba H+K Strategies, a Delaware limited liability company whose principal place of business is 3 Columbus Circle, Floor 7, New York, NY 10019-8750, will provide the communication services set out in the table below for the US market.

August 2022

Strategy and creative		Days needed
1.	Review documents relating to Advantage Ukraine inititative	4
2.	Develop strategic communications recommendation	
3.	Draft core materials that may include: a CEO/business outreach letter, press release, Q&A, message tracks.	7
4.	Share media strategy, messages and materials with Ministry for alignment.	5
5.	Distribute materials and outreach to media to secure interviews/coverage. Coordinate interviews as possible, providing detailed briefing sheets to CEOs and UA governmental representatives.	7
6.	Develop a detailed sustain phase communications plan, considering learnings from launch and businesses who have pledged support to Advantage Ukraine; Extend reach to a wider set of stakeholders; Draft target messages; Craft a target media/stakeholder list.	14
7.	Share earned media strategy, messages and materials with Ministry for alignment.	3
8.	Execute sustain phase plan including messaging and material development; stakeholder engagement; media outreach; event coordination.	30

Communication Deliverables

- Communications strategy
- Message tracks
- Campaign/press materials
- Stakeholder engagement
- Media engagement
- o Interview preparation and facilitation
- o Timeline
- Event facilitation
- o Final media and materials output

August 2022

APPENDIX Territories

Canada

Czech R.

Denmark

France

Germany

Hungary

Italy

Japan

Norway

Poland

Romania

Slovakia

Spain

Sweden

UK

USA

Netherlands

Belgium